

HARBOR FITNESS

Membership Agreement

Name

Mailing Address

Driver's License #

City

State

Zip Code

Phone #

Email

Emergency Contact

Emergency Phone #

MEMBERS WITH ACCESS TO CLUB FACILITY

Primary Member

Birthdate

Key #

Family Member

Birthdate

Key #

Family Member

Birthdate

Key #

Family Member

Birthdate

Key #

MEMBER ASSUMPTION OF RISK AND RELEASE

I understand the risk of injury from CLUB activities and using any CLUB equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of CLUB staff on the premises. I understand that this CLUB is independently owned and operated by Winthrop Harbor Fitness LLC, dba Harbor Fitness. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Winthrop Harbor Fitness LLC, the chosen financial or merchant services, as well as all sponsors and advertisers, and all owners and lessors of the premises of such club, and their respective officers, affiliates, agents, and employees WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment or the facilities of the CLUB, or any incident that occurs while using such facilities, or otherwise related to my membership.

I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. **ADDITIONAL TERMS AND CONDITIONS** – I hereby confirm that I am aware of and agree to the terms and conditions on all pages of this document.

Member Signature _____ Date _____

Member Signature _____ Date _____

Member Signature _____ Date _____

Member Signature _____ Date _____

Staff Signature _____ Date _____

MEMBERSHIP TERM

Monthly Payments to be made by (circle one) Checking/Savings MC / VISA / DISC/ AMEX

Type of Membership – Month-To-Month \$ _____ Per Month

Beginning _____/_____/_____

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

I/We hereby authorize the Designated Billing Company selected by this CLUB to draw items (checks, electronic fund transfers, charge card) for the purpose of paying the membership dues, including any late fees or service fees, as well as other purchases, on the account indicated below.

NAME AS SHOWN ON ACCOUNT

CHECKING ____ SAVINGS ____ BANK NAME _____

ROUTING # _____ ACCOUNT # _____

CREDIT CARD# _____ EXP DATE _____

Subject to the following conditions:

- (1) The items shall be drawn on or about the date or dates of the Payment Plan. The transactions on your bank statement will constitute receipts for payment on your account.
- (2) If the regular payments set forth on the Payment Plan should vary in amount, you are entitled to receive notice at least 10 days before the payment is due, when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$10.00 from the most recent payment.
- (3) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Designated Billing Company's website: under Terms and Conditions.
- (4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Plan).
- (6) A service fee will be assessed and drafted for any check, draft, credit card, or order should any monthly payment become past due.
- (7) This preauthorization payment arrangement shall apply to the following Applicant(s):

SIGNED _____

DATE _____

ADDITIONAL TERMS AND CONDITIONS

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the CLUB will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. The CLUB reserves the right to draft via EFT all amounts owed by the MEMBER including any and all late fees and service fees. Subject to appropriate State and Federal Law. (NOTE: MEMBERS paying monthly dues by EFT are subject to \$10.00 per month increase of monthly dues if EFT payment is stopped or changed to a coupon book. This will not affect any other provisions of this agreement.)

SALES TAX: Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the CLUB has the right to increase your monthly membership dues by the amount of such increase. If in the sales tax rate.

MEMBERSHIP FREEZE POLICY: If you have a term membership (i.e. 12-month, etc.) you may freeze time on your membership for a medical reason. Freezes can be from 30 to 90 days at a time. We may ask for documentation to verify your situation. Freezing time on your membership does not stop your membership payments. You are still liable for your original payment schedule. Once you resume any usage of the CLUB, the freeze will terminate. Time of any freeze will be credited to the end of your membership's original term.

MAINTENANCE OF FACILITIES: The CLUB may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes. The CLUB reserves the right to add an annual facility maintenance charge of up to but no greater than the equivalent of 1 month's membership dues. If a Facility Maintenance Charge is implemented in the future, you will be given a minimum of a 60 day notice of the amount owed and due date. You authorize the Designated Billing Company to automatically draft this amount along with your regular membership dues.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all CLUB policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay monthly dues on time, including notifying the CLUB promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection

incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) M his agreement, except as allowed below.

BUYER'S RIGHTS

1. A buyer may cancel a contract for the use of facilities or other services from a health club within 3 business days after he receives a copy of the contract by notifying the club in writing. The notice must be delivered in person or by mail postmarked by midnight of the third business day. The club shall return all money paid by the buyer within 15 days after it receives the notice of cancellation.
2. If a buyer becomes disabled during the term of a contract, and
 - A. The buyer is not physically able to use the facilities of the club; and
 - B. The disability will continue for more than 3 months, the buyer is entitled to suspend the contract for the duration of the disability. After he recovers, he is entitled to an extension of the contract for a period equal to the time of the disability. If he is permanently disabled, he may cancel the contract and receive a refund pro rata of the amount paid pursuant to it.
3. If a health club is closed for more than 1 month, through no fault of the buyer, he is entitled to:
 - A. Extend the contract for a period equal to the time the club is closed; or
 - B. Receive a refund pro rata of the amount paid pursuant to the contract.
 - C. If the health club is closed without fault of its owner or management, the election of remedies under subsection 1 must be made by the club. If the club is closed because of the fault of its owner or management, the election must be made by the buyer.
4. If a health club transfers its obligations to provide goods or services to a buyer to another club that provides substantially fewer goods or services, the buyer may consent to the transfer in writing after a full disclosure of the goods and services provided by the new club. If the buyer does not consent, his contract is rescinded and he must be given a refund pro rata upon the amount of time he was a member of the health club.
5. If a health club moves its place of business that is geographically closest to the residence of the buyer as set forth in the contract, more than 20 miles farther away from the residence of the buyer than it was when the contract for services was signed, the buyer may rescind the contract and the health club shall provide a refund pro rata based upon the amount of time he was a member.
6. Any payments due prior to cancellation taking effect will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver a written notice to the Club or to the Designated Billing Company.

SUMMARY OF MEMBERSHIP POLICIES

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes. The MEMBER will be subject to additional charges for and including, but not limited to, the use of tanning beds. The MEMBER may also be charged for purchases through the use of their key or account number.
2. MEMBER must present upon entering the CLUB his/her membership card. MEMBER agrees that MEMBER may be denied access to the CLUB without his/her membership card.
3. MEMBER agrees to abide by all membership regulations of the CLUB. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB's facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the CLUB becomes temporarily r the like, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.
4. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER's right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the CLUB, and the balance of the contract declared due and payable in full immediately.

5. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
6. MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams.
7. MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault or harass other CLUB MEMBERS, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
8. MEMBER understands that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises.
9. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
10. Arbitration: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this CLUB is located state or federal court in this state.
11. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
12. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
13. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
14. MEMBER authorizes the CLUB to contact them by e-mail or telephone.

SAFETY NOTICES

- This facility is under 24-hour recorded video surveillance, which may be retained by the CLUB for subsequent review, and MEMBER access card usage is logged.
- MEMBER may not bring in guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a guest fee and/or have their membership suspended or canceled, the balance of the contract declared due and payable in full immediately, and be assessed a penalty of up to \$250.00. MEMBER may not allow anyone else to use their access card and must alert the CLUB immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.
- MEMBERS who do not have their key access card will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.
- Personal training services provided in this facility may be provided either by employees of the CLUB or by independent contractors operating their own business who are retained by the CLUB. Regardless, all payments for personal training services are to be made to the CLUB, who will pay the trainers as the services are provided.
- MEMBER has access to a free orientation to the facility and the proper use of all equipment. It is the MEMBER's responsibility to request this orientation.
- It is MEMBER's responsibility to wipe down all equipment after each use and re-rack the weights they use.
- MEMBER is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
- Each MEMBER is responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.

- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.
- Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in the CLUB.
- Age Requirements – Persons under the age of 12 are not permitted in the CLUB. MEMBERS age 12 - 15 are only permitted in the CLUB under the direct supervision of a parent or legal guardian. MEMBERS age 16 - 17 are permitted in the CLUB unsupervised with the written consent of a parent or legal guardian.

TANNING, VENDING, & PRODUCT PURCHASES

- If the MEMBER elects to make use of the CLUB tanning facilities, he/she does so at their own risk.
- If the MEMBER has not purchased a tanning package, they will automatically be charged a per session rate determined by the CLUB.
- If the Primary MEMBER or any of the Additional MEMBERS on this agreement choose to utilize the tanning beds on a per session basis, vending machines or purchase products directly from the CLUB using their assigned Key, the Primary MEMBER hereby agrees to have the cost of such purchases, including Sales Tax, added to the next monthly draft in addition to their membership dues.

TANNING AGREEMENT

- DANGER – ULTRAVIOLET RADIATION
- Follow instructions. Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Overexposure may cause premature aging of the skin and skin cancer. Wear protective eyewear. FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES.
- Medications or cosmetics may increase your sensitivity to ultraviolet radiation. Consult a physician before using sunlamps if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product.
- I understand that there is a risk to tanning. I have been shown proper tanning procedures. I have read this warning.